

ASSIGNMENT AGREEMENT

BY AND AMONG

OWENS CORNING,

OWENS-CORNING FIBERGLAS TECHNOLOGY, INC.,

OWENS CORNING CANADA, INC.,

ENGINEERED YARNS AMERICA, INC.

AND

NEPTCO JV LLC

December 1, 2003

ASSIGNMENT AGREEMENT

This Assignment Agreement (this "*Agreement*") is made on the 1st of December 2003 (the "*Effective Date*") by and among Owens Corning, a Delaware corporation ("*OC*"), Owens-Corning Fiberglas Technology, Inc., an Illinois corporation ("*OC Tech*"), Owens Corning Canada, Inc., a Canadian company ("*OCC*"), Engineered Yarns America, Inc., a Massachusetts corporation ("*EYA*", and together with OC, OC Tech, and OCC, "*Transferors*"), and NEPTCO JV LLC, a Delaware limited liability company ("*JV*"). Transferors and JV are collectively referred to herein as the "*Parties*" and individually as a "*Party*."

RECITALS

A. Pursuant to a Joint Venture Formation Agreement dated October 7, 2003 (the "*JV Formation Agreement*"), OC and NEPTCO Incorporated ("*NEPTCO*") formed JV for the development, manufacturing, marketing and sale of Telecom Products (as defined in the JV Formation Agreement).

B. Pursuant to an Asset Purchase Agreement dated as of the date hereof (the "*Asset Purchase Agreement*"), OC agreed to, and to cause OC Tech, OCC, and EYA to, transfer to JV valuable technology and intellectual property (the OC Transferred Patents and OC Transferred-Know How, as defined in the Asset Purchase Agreement, collectively the "OC Transferred Technology") related to the manufacture of Telecom Products.

C. The OC Transferred Technology is applicable to products other than Telecom Products, and OC therefore agreed to transfer, and to cause to be transferred, the OC Transferred Technology to the JV subject to receiving back from JV certain rights to apply the OC Transferred Technology to Non-Telecom Products pursuant to a License Agreement executed on even date herewith (the "*OC License*") and subject to pre-existing license agreements with Owens Corning Korea dated as of the date hereof (the "*OC Korea License*") and with Tecniconsult, s.p.a. dated April 1998 (the "*Tecniconsult License*").

AGREEMENT

In consideration of the covenants recited in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

Article 1— Definitions

Except as otherwise expressly provided in this Agreement, capitalized terms used herein which are defined in the Asset Purchase Agreement shall have the meanings specified for such terms in the Asset Purchase Agreement.

1.1 "*OC Transferred Know-How*" has the meaning set forth in the Asset Purchase Agreement.

1.2 **"OC Transferred Patents"** has the meaning set forth in the Asset Purchase Agreement. The OC Transferred Patents include the patents and patent applications on Schedule A hereto.

Article 2-- Assignment

2.1 **Patent Assignment.** Subject to the license rights granted under the OC License, the OC Korea License, and the Tecniconsult License, Transferors hereby assign and transfer to JV, its successors and assigns, all of their right, title, and interest in and to the OC Transferred Patents, and all rights and privileges related thereto including without limitation all rights to sue others for past, present, and future acts of infringement of the OC Transferred Patents, and to retain all revenues received from others for past acts of infringement of the OC Transferred Patents ("**OC Transferred Patent Rights**").

2.2 **Know-How Assignment.** Subject to the license rights granted under the OC License, the OC Korea License, and the Tecniconsult License, Transferors hereby assign and transfer to JV all of their right, title, and interest in and to the OC Transferred Know-How.

2.3 **Authorization to Patent Offices.** Transferors hereby authorize and request the appropriate officers in the United States Patent and Trademark Office and in foreign Patent Offices, as appropriate, to issue to JV any and all patents that may be granted upon applications forming a part of the OC Transferred Patents, and to index this Agreement against any and all of such patents and patent applications forming a part of the OC Transferred Patents.

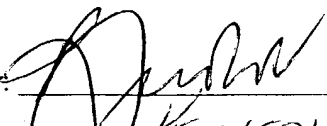
2.4 **Further Assurances.** Transferors further agree for themselves, their successors, assigns, and legally bound predecessors, without further consideration to Transferors but at JV's expense, to testify in legal proceedings, make all lawful oaths, execute any further legal documents, including any further assignments, such as individual assignments for recordation in the U.S. and foreign patent offices, which may be in the form of Exhibit A, and to perform all acts, that may be necessary to complete the assignment of Transferors' interest in and to the OC Transferred Patent Rights and the OC Transferred Know-How. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of any such legal document, and unless otherwise agreed in writing, the terms and conditions of this Agreement shall be controlling. Consequently the terms and conditions of this Agreement shall control over those of any other documents assigning any part of the OC Transferred Patent Rights and the OC Transferred Know-How whether executed on even date herewith or thereafter.

2.5 **Controlling Agreement.** In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of this Agreement control; provided, however, that if there is a patent or patent application listed as being assigned or sold to JV on the schedules of the Asset Purchase Agreement but not Schedule A attached hereto, Transferors hereby assign and transfer, to JV, all of their rights, title and interest, under the terms and conditions of this Agreement as if it was listed on Schedule A attached hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

JV:

NEPTCO JV LLC

By: 
Name: Kenneth Feroldi
Title: VP Finance and Treasurer

OC:

OWENS CORNING

By: _____
Name: _____
Title: _____

OC TECH:

**OWENS-CORNING FIBERGLAS
TECHNOLOGY, INC.**

EYA:

ENGINEERED YARNS AMERICA, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

OCC:

OWENS CORNING CANADA, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

JV:

NEPTCO JV LLC

By: _____

Name: _____

Title: _____

OC:

OWENS CORNING

By: _____

Name: RAYMOND TROST

Title: GENERAL MANAGER

OC TECH:

OWENS-CORNING FIBERGLAS
TECHNOLOGY, INC.

By: _____

Name: _____

Title: _____

EYA:

ENGINEERED YARNS AMERICA, INC.

By: _____

Name: _____

Title: _____

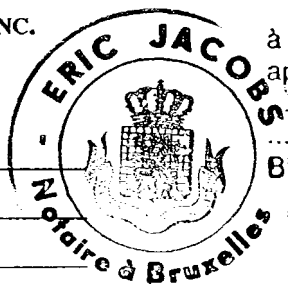
OCC:

OWENS CORNING CANADA, INC.

By: _____

Name: _____

Title: _____



Vu par Maître Eric JACOBS, notaire
à BRUXELLES pour légalisation de la signature
apposée sur le présent document par :

Honorable Raymond Trost

BRUXELLES le 7 décembre 2003

[Signature]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

JV:

NEPTCO JV LLC

By: _____

Name: _____

Title: _____

OC:

OWENS CORNING

By: _____

Name: _____

Title: _____

OC TECH:

**OWENS-CORNING FIBERGLAS
TECHNOLOGY, INC.**

By: W. F. Dent

Name: William F. DEnt

Title: Vice President

EYA:

ENGINEERED YARNS AMERICA, INC.

By: W. F. Dent

Name: William F. Dent

Title: President

OCC:

OWENS CORNING CANADA, INC.

By: W. F. Dent

Name: William F. Dent

Title: Vice President

Exhibit A

CONFIRMATORY ASSIGNMENT OF PATENT RIGHTS

Owens Corning, a Delaware corporation, Owens-Corning Fiberglas Technology, Inc., an Illinois corporation, Owens Corning Canada, Inc., a Canadian company, and Engineered Yarns America, Inc., a Massachusetts corporation (herein collectively referred to as "Assignor") hereby acknowledge that pursuant to the Asset Purchase Agreement by and among Assignor and NEPTCO JV LLC, a Delaware limited liability company, its successors and assigns, (herein referred to as "Assignee") executed December 1, 2003 and the Assignment Agreement by and among Assignor and Assignee executed December 1, 2003 Assignor sold, assigned, transferred, and set over, unto Assignee, the entire right, title, and interest in, to and under the patents and patent applications as set forth below, all divisional, continuation, continuation-in-part, renewal, reissue, reexamination, or other patent applications based upon the patents and patent applications set forth below, any patents or reexamination certificates issuing from any of said divisional, continuation-in-part, renewal, reissue, reexamination, or other patent applications claiming filing priority from the patents and patent applications set forth below, and any and all claims, demands, causes of action, damages and remedies of every kind recoverable at law or in equity or otherwise from any and every party for any and every infringement of such patents and patent applications together with the rights to bring and maintain any action for past infringements and for the recover of damages and fees:

Patents and Patent Applications

<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>PATENT NO.</u>	<u>ISSUE DATE</u>
398,861	25-Aug-1989	5,016,973	21-May-1991
08/519,038	24-Aug-1995	5,689,601	18-Nov-1997
09/190,866	13-Nov-1998	6,380,298	30-Apr-2002
10/055,154	26-Oct-2001		
09/409,457	30-Sep-1999		
09/873,137	01-Jun-2001	6,519,397	11-Feb-2003
10/246,007	18-Sep-2002		
10/331,900	30-Dec-2002		
10/404,196	31-Mar-2003		
10/408953	08-Apr-2003		
10/611,513	01-Jul-2003		
10/196,492	16-Jul-2002		
10/003,529	31-Oct-2001		
09/927,977	10-Aug-2001	6,572,719	03-Jun-2003
09/991,230	14-Nov-2001		
286,991	27-Jul-1981	4,781,432	01-Nov-1988

Assignor agrees that Assignee may record this Confirmatory Assignment in the U.S. Patent & Trademark Office and other patent offices, where it will be open for public inspection.

Date: 1ST DECEMBER, 2003

By: _____

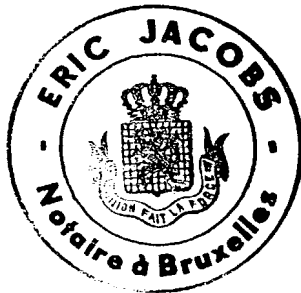
Name: TROST RAYMOND
Title: GENERAL MANAGER
Company: Owens Corning

State of:

County of:

The preceding Assignment was acknowledged before me this 3rd day of January 2004 by Mr Raymond TROST

My Commission Expires:



Notary Public

K&C #882576 v2 - OC-OC Fiberglas Tech/Assignment Agreement - patent

Date: December 1, 2003

By: W. F. Dent

Name: William F. Dent

Title: Vice President

Company: Owens-Corning Fiberglas
Technology, Inc.

State of: Ohio

County of: Lucas

The preceding Assignment was acknowledged before me this 1st day of
December 2003 by W. F. Dent

Christina M. Hansen

Notary Public

My Commission Expires:

Christina M. Hansen
Notary Public State of Ohio
My Commission Exp. 7/30/2006

Date: December 1, 2003

By: W. F. Dent

Name: William F. Dent

Title: President

Company: Engineered Yarns America, Inc.

State of: Ohio

County of: Lucas

The preceding Assignment was acknowledged before me this 1st day of
December 2003 by W. F. Dent

Christina M. Hansen

Notary Public

My Commission Expires:

Christina M. Hansen
Notary Public State of Ohio
My Commission Exp. 7/30/2006

Date: December 1, 2003

By: W. F. Dent

Name: William F. Dent

Title: Vice President

Company: Owens Corning Canada, Inc.

State of: Ohio

County of: Lucas

The preceding Assignment was acknowledged before me this 1st day of December 2003 by W. F. Dent

Christina M. Hansen

Notary Public

My Commission Expires:

Christina M. Hansen
Notary Public State of Ohio
My Commission Exp. 7/30/2006

SCHEDULE A

<u>OC FAMILY NUMBER - TITLE</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>PATENT/ PUB. NO.</u>	<u>ISSUE DATE</u>
23081 - CABLE REINFORCEMENT FOR OPTICAL FIBER CABLES	US	398,861	25-Aug-1989	5,016,973	21-May-1991
23174 - OPTICAL CABLE - IMPREGNATED GLASS STRAND FOR OPTICAL CABLE REINFORCEMENT THAT RESISTS WATER WICKING INTO THE YARN	DE	92915461.5	06-Jul-1992	69211515.3	12-Jun-1996
	EP	92915461.5	06-Jul-1992	0549766	12-Jun-1996
	FR	92915461.5	06-Jul-1992	0549766	12-Jun-1996
	GB	92915461.5	06-Jul-1992	0549766	12-Jun-1996
	JP	5-502828	06-Jul-1992	3171849	23-Mar-2001
	KR	700651/93	06-Jul-1992	221,853	30-Jun-1999
	NL	92915461.5	06-Jul-1992	0549766	12-Jun-1996
23682 - POWDER COATED GLASS FIBER REINFORCEMENT FOR WATER BLOCKING OPTICAL CABLE	AR	P960104095	23-Aug-1996		
	BR	PI9610381-7	20-Aug-1996	PI9610381-7	08-Jul-2003
	CA	2228841	20-Aug-1996		
	DE	96931401.2	20-Aug-1996	0846281	12-Dec-2001
	EP	96931401.2	20-Aug-1996	0846281	12-Dec-2001
	ES	96931401.2	20-Aug-1996	0846281	12-Dec-2001
	FR	96931401.2	20-Aug-1996	0846281	12-Dec-2001
	GB	96931401.2	20-Aug-1996	0846281	12-Dec-2001
	IN	1475/Cal/96	19-Aug-1996		
	IT	96931401.2	20-Aug-1996	0846281	12-Dec-2001
	JP	9-510401	20-Aug-1996		
	KR	701068/1998	20-Aug-1996	389939	20-Jun-2003
	MX	98/01472	20-Aug-1996		
	NL	96931401.2	20-Aug-1996	0846281	12-Dec-2001

<u>QC FAMILY NUMBER - TITLE</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>PATENT / PUB. NO.</u>	<u>ISSUE DATE</u>
24564 - WATER ABSORBANT COATING FOR EPOXY ROD	US	08/519,038	24-Aug-1995	5,689,601	18-Nov-1997
	AU	12419/00	03-Nov-1999		
	BR	PI9914944-3	03-Nov-1999		
	CA	2350237	03-Nov-1999		
	CN	99813226.8	03-Nov-1999		
	EP	99972238.2	03-Nov-1999		
	IN	01/00412	03-Nov-1999		
	JP	2000-582466	03-Nov-1999		
	KR	2001-7005345	03-Nov-1999		
	MX	01/04430	03-Nov-1999		
	NO	20012309	03-Nov-1999		
	US	09/190,866	13-Nov-1998	6,380,298	30-Apr-2002
	US	10/055,154	26-Oct-2001		
	ZA	01/3372	03-Nov-1999	2001/3372	24-Dec-2001
24649 - COMPOSITION FOR A WATER ABSORBING COATING AND THE METHOD FOR APPLICATION OF SUCH COATING	AU	77129/00	25-Sep-2000		
	BR	PI0014341-3	25-Sep-2000		
	CA	2385166	25-Sep-2000		
	CN	00813585.1	25-Sep-2000		
	EP	00966844.3	25-Sep-2000		
	IN	2002/00364	25-Sep-2000		
	JP	2001-526867	25-Sep-2000		
	KR	2002-7003933	25-Sep-2000		
	MX	02/03210	25-Sep-2000		
	US	09/409,457	30-Sep-1999		
25071 - PREMISE CABLE WITH GLASS REINFORCEMENT	AR	P 020101988	28-May-2002		
	TW	91111674	31-May-2002		
	US	09/873,137	01-Jun-2001	6,519,397	11-Feb-2003

<u>OC FAMILY NUMBER - TITLE</u>	<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>PATENT/ PUB. NO.</u>	<u>ISSUE DATE</u>
25186 - FABRICATION OF FLEXIBLE TELECOM REINFORCEMENT	WO	US02/16690	28-May-2002	02/099493	
	US	10/246,007	18-Sep-2002		
	US	10/331,900	30-Dec-2002		
	US	10/404,196	31-Mar-2003		
	US	10/408,953	08-Apr-2003		
	US	10/611,513	01-Jul-2003		
	WO		18-Sep-2003		
25212 - IMPROVED CREEL FOR HIGH SPEED FIBER FEED WITH REDUCED FUZZ	US	10/196,492	16-Jul-2002		
	WO	US03/21185	07-Jul-2003		
25145 - PROCESS FOR STRONGER, LIGHTER, MORE COMPACT HYBRID FIBER REINFORCED RODS FOR OPTICAL CABLE REINFORCEMENTS	US	10/003,529	31-Oct-2001		
	WO	US02/34810	30-Oct-2002	03/037814	
25004 - INPUT GLASS SPLICING FOR COMPOSITE ROD	US	09/927,977	10-Aug-2001	6,572,719	03-Jun-2003
	WO	US02/24749	05-Aug-2002	03/013830	
25135 - METHOD FOR DESIGNING A CRIMPING CABLE CONNECTOR THAT WILL NOT DAMAGE	US	09/991,230	14-Nov-2001		
	WO	US02/35770	07-Nov-2002	03/042740	
23290 - OPTICAL FIBER TRANSMISSION CABLE REINFORCEMENT	US	286,991	27-Jul-1981	4,781,432	01-Nov-1988